LexisNexis

Paul Gazzolo
Chief Operating Officer
Martindale-Hubbell

June 8, 2005

Ms. Debra Kamys
President
Inherent.com, Inc.
2140 SW Jefferson St., Ste. 200
Portland, OR 97201

Dear Ms. Kamys:

This letter provides our preliminary non-binding indication of interest in acquiring the web site development, management and hosting applications and services business of Inherent.com, Inc. (the "Company") to the extent it directly or indirectly serves or is intended to serve lawyers, law firms or bar associations, as well as the immigration practice system business of the Company (collectively, the "Business"). This indication of interest does not extend to web site development, management and hosting contracts with customers of the Company that are not lawyers, law firms or bar associations or others acting on behalf of those types of customers. This letter also sets forth our proposed next steps to move this potential transaction forward. We are enthusiastic about the opportunity to acquire this business.

Non-Binding Indication

Based on our preliminary analysis of the information you provided to us we envision the following transaction:

Acquisition of Assets; Assumption of Certain Liabilities. LexisNexis or its nominated affiliate would purchase all right, title and interest in selected assets of the Company (and any affiliate of the Company) used in or necessary for the conduct of the Business as currently conducted or in development, free and clear of encumbrances (the "Assets"). The Assets, which ~~would be identified~~ more specifically through a detailed review of the Business prior to concluding a definitive agreement with respect to a transaction, would include, without limitation (i) the software (excluding Cold Fusion) and all intellectual

both parties will identify DK/[handwritten initials]

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to the extent marketable and transferable by the Company

property embodied therein used in providing the Dynapsis product, the proposal generator tool, customer integration application, bar association application, extranet solution services and intranet solution services (including all documentation of the foregoing), (ii) the Dynapsis trademark and trade name, (iii) the Inherent.com trademark and trade name, (iv) all URL's that are assets of the Business, (v) the Inherent.com web site, (vi) the Company's immigration practice system, (vii) all accounts receivable related to the Business, (viii) a list of all past and present customers of the Business and all records relating thereto, and (ix) all existing contracts in place with customers of the Business as of the closing. The buyer would assume at closing only those liabilities of the Company related to fulfillment of customer contracts included as part of the Assets (the "Assumed Liabilities"); buyer would not assume any other liabilities of the Company, including liabilities for indebtedness or other payment obligations.

Transition services. The Company would provide transition services to the buyer for a period of up to three months (the "Transition Period") following the closing and buyer would pay the Company for provision of such services at an agreed upon rate and frequency (currently expected to be Forty Thousand Dollars ($40,000) per month plus a one-time, post-transition reimbursement of up to $30,000 in expenses associated with retention by the Company of mutually agreed key employees through the end of the transition process). The services to be provided would include (i) providing the services of the Business to customers of the Business during the Transition Period until the transition to the LexisNexis environment is concluded, (ii) providing customer support and technical support to customers of the Business until the transition to the LexisNexis environment is concluded, (iii) assisting in establishing the technical environment within LexisNexis to support the Business using the Assets, (iv) assisting in installing and making operational the software Assets within the LexisNexis environment, (v) assisting in migrating the customers of the business from the Company's operating environment to the LexisNexis operating environment, and (vi) assisting in transitioning the relationships with customers of the Business from the Company to LexisNexis. Following conclusion of the Transition Period the Company would have no further right to utilize the Assets in any manner.

Valuation. Our non-binding valuation of the Business indicates the aggregate consideration for the Assets and for the restrictive covenants described below in the range of Seven Hundred Eighty Thousand Dollars ($780,000), less the aggregate amount, as of the closing, of deferred revenue associated with the customer contracts of the Company assumed by the buyer as part of the proposed transaction (currently expected to be approximately Eighty Thousand Dollars ($80,000)).

The purchase price would be paid in cash in accordance with the following schedule:

Three Hundred fifty Thousand Dollars ($350,000) at closing;

The remaining balance upon delivery of customer sites to the LexisNexis technical environment and the successful transition of operation of all customer sites from the Company's technical environment to the LexisNexis technical environment., or within 90 days from date of close, whichever comes sooner.

Amounts due at closing would be paid in immediately available funds.

We do not anticipate our financing of the purchase to be a condition of our commitment to purchase.

Non-Competition Covenants. In connection with the consummation of the proposed transaction, the Company and certain shareholders actively engaged in management of the Company would enter into a non-competition covenant with us upon terms to be agreed.

Transaction Conditions

Any transaction based upon this indication of interest will be subject to the following conditions precedent:

- Results satisfactory to LexisNexis of a full commercial, financial, technical and legal due diligence examination of the Business, including, without limitation, reviews by our commercial, accounting, legal and tax staff and advisors of the Company's principal commercial, financial and legal books and records and of the results of operations, financial condition, assets and rights related to the Business, a review of all material agreements relating to the Business, interviews on a confidential basis with key employees and key customers of the Business and a technical code review.
- Purchase and sale contract terms mutually ~~acceptable~~ acceptable to both parties ~~Reed Elsevier Inc.~~, including appropriate representations and warranties from the Company and its shareholders and adequate indemnification or purchase price reductions in case of breach thereof. (with limits). [initials]
- Approval by the Board of Directors of Reed Elsevier Inc.
- Regulatory and third party consents and approvals that may be required for the completion of the transaction.
- No material adverse change in the operations, financial condition, performance of, or business prospects for, the Company having occurred since December 31, 2004.
- The Company having engaged in no material transactions since December 31, 2004.
- Mutually agreed employment contracts and non-compete and non-solicitation arrangements with current key personnel identified by LexisNexis being obtained prior to closing.

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- Mutually agreed arrangements designed to assure ongoing availability to LexisNexis of certain technical staff resources of the Company throughout the entire Transition Period.

- Approval by the owners of a majority of the outstanding shares of the Company.

Transaction Process
LexisNexis will provide the Company our standard due diligence information list for a transaction of this type setting forth a checklist of items which we will need to review during the due diligence process.

We would like to follow our standard acquisition process as follows:

- LexisNexis receives written acceptance of this letter. as modified
- LexisNexis provides the Company the due diligence request list.
- The Company prepares due diligence materials.
- LexisNexis due diligence team reviews the due diligence materials and meets with the Company management.
- LexisNexis prepares a final offer for the purchase of the Business.
- LexisNexis prepares a draft purchase and sale agreement and draft employment agreements for the Company review.
- The Company marks up the draft purchase and sale agreement and draft employment agreements.
- LexisNexis and the Company negotiate and sign final purchase and sale agreement and employment agreements, subject to board approvals.
- LexisNexis and the Company receive any necessary regulatory and third party consents and approvals.
- Transaction closes.

Due Diligence Conditions

To induce the parties to expend the substantial resources involved in undertaking the due diligence process necessary to move this acquisition evaluation effort to the next phase, LexisNexis requires the following commitments from the Company and certain of its shareholders:

- Receipt by LexisNexis of written acceptance of these due diligence conditions not later than June 15, 2005.

- Agreement of the Company and ~~the~~ certain owners ~~of a majority of [illegible]~~ of the Company that, from the date of this letter through the due diligence process and negotiation of the definitive transaction documents and thereafter until a transaction is consummated or terminated, or July 31, 2005, whichever first occurs, the Company, its shareholders and its and their advisors will cease

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all solicitation of other offers for the disposition by any means of the Business, the Company or any of its shares, substantial assets or rights, decline all unsolicited approaches seeking such transactions, and not provide confidential information concerning the Company or the Business to any third party (except as necessary to conduct the Business in the ordinary course as heretofore conducted); provided, however that notwithstanding the foregoing, the Company may solicit offers for the sale of web site development, management and hosting contracts with customers of the Company that are not lawyers, law firms or bar associations or others acting on behalf of those types of customers.

- Agreement of the Company and the owners of a majority of the shares of the Company that, from the date of this proposal through the due diligence process and negotiation of the definitive transaction documents and thereafter until the transaction is consummated or terminated, the Company shall carry on the Business in the ordinary course and shall notify LexisNexis of any extraordinary transactions or occurrences in respect of the Business.

Transaction Expenses

LexisNexis and the Company will each be responsible for their respective expenses associated with the proposed transaction including, without limitation, legal, accounting, investment bank, financial advisor, and regulatory filing fees.

Confidentiality

The Interest of LexisNexis in the Business, this letter, and its contents are all communicated to you subject to the terms and conditions of the Nondisclosure Agreement between the Company and Martindale-Hubbell, a division of Reed Elsevier Inc. and part of LexisNexis, dated November 1, 2004 and are proprietary information protected by that agreement.

Nature of this Letter

The obligations set forth in the sections above titled Due Diligence Conditions and Transaction Expenses shall become binding upon acceptance of this letter. The obligations resulting from the section above titled Confidentiality and the agreement referred to therein are binding upon the parties regardless of acceptance of this letter. Except as expressly stated otherwise in this paragraph, this letter and the acceptance thereof is non-binding and creates no legally binding obligation on the part of the parties to conclude the proposed transaction, and no legally binding obligation to conclude the proposed transaction will be created, notwithstanding any subsequent actions or communications, written or oral, between the parties, even though they may express or imply partial or preliminary agreement, except by the execution and delivery by all parties of definitive transaction documents.

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We are enthusiastic about the prospect of acquiring these lines of business from Inherent.com, Inc. and are optimistic that we can reach an agreement on terms.
To indicate acceptance on the part of Inherent.com, Inc. and its majority shareholders of the terms of this letter and the plan to take this process to the next phase, please have this letter countersigned on behalf of Inherent.com, Inc. and its majority shareholders and return the countersigned copy to us by 5:00 p.m., Eastern Time, on June 15, 2005.

Cordially,

Paul Gazzolo
Chief Operating Officer

cc: Michael Jacobs
Richard Jacobs

Accepted and Agreed:

INHERENT.COM, INC.

By: ______________________

Title: President

Date: 6/15/05

~~Majority~~ Shareholders

NAME: ______________________ NAME: ______________________

NAME: ______________________ NAME: ______________________

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ROBB EVANS & ASSOCIATES

Fiduciaries, Asset Managers & Consultants

June 17, 2005

To: Paul Gazzolo
Chief Operating Officer
Martindale-Hubbell
Fax 908 771 1727

From: Jesun Paik
Executive Vice President
Deputy Receiver
Equinox Estate
Robb Evans & Associates
Fax 203 629 0527

Re: Your letter of June 8, 2005
Addressed to Ms. Debra Kamys
President, Inherent.com, Inc.
2 pages including the cover

Regarding the subject letter from you, we are agreeable to the "Due Diligence Conditions" stated on pages 4 & 5, and I have signed off to this effect on behalf of the Equinox Estate and Robb Evans & Associates, the Receiver for the estate.

We are enthusiastic about the prospect of acquiring these lines of business from Inherent.com, Inc. and are optimistic that we can reach an agreement on terms. To indicate acceptance on the part of Inherent.com, Inc. and its majority shareholders of the terms of this letter and the plan to take this process to the next phase, please have this letter countersigned on behalf of Inherent.com, Inc. and its majority shareholders and return the countersigned copy to us by 5:00 p.m., Eastern Time, on June 15, 2005.

Cordially,

Paul Gazzolo
Chief Operating Officer

cc: Michael Jacobs
Richard Jacobs

Accepted and Agreed:

INHERENT.COM, INC.

By:________________________

Title:________________________

Date:________________________

Majority Shareholders

________________________ ________________________
NAME: * NAME:

________________________ ________________________
NAME: JESUN PAIK NAME:
DEPUTY RECEIVER
EQUINOX ESTATE
ROBB EVANS & ASSOCIATES

* Our signature is confined and applies only to the "due diligence conditions" listed on pages 4 & 5.